

In The Matter Of:
Stae Fire Marshall
Music Task Force Meeting

November 3, 2010

Marzullo Reporting Agency
345 North LaSalle, 1605
Chicago, IL 60654

Original File mjd11.3.10mus.txt

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1 MUSIC ENTERTAINMENT PYROTECHNICS TASK FORCE MEETING
2 November 3, 2010
3 10:00 o'clock a.m.
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9 The report of the proceedings had in the
10 meeting of the above-entitled cause, taken before
11 MARY JO D'AVOLA, a Certified Shorthand Reporter and
12 Notary Public in and for the County of Kane and State
13 of Illinois, at 9511 West Harrison Street,
14 Des Plaines, Illinois on November 3rd, 2010, at the
15 hour of approximately 10:00 o'clock a.m.
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1 PRESENT:
2
3 TASK FORCE
4 MR. DANIEL T. MCMULLIN, Chairman
5 MR. MARK J. GREGA, Member
6 MR. BRIAN PANTHER, Member
7 MR. KENT KAY, Member
8 MR. DANIEL RIORDAN, Member
9
10 ALSO PRESENT:
11 MR. WILLIAM BARNES, Acting General Counsel
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1 CHAIRMAN MCMULLIN: We will call the meeting to
2 order at 10:05. Introductions: Dan McMullin, State
3 Fire Marshal's Office, Chairman of the Board.
4 MR. RIORDAN: Dan Riordan, Tinley Park Fire
5 Department.
6 MR. PANTHER: Brian Panther, Hi-Tech FX.
7 MR. KAY: Kent Kay, pyrotechnic operator.
8 CHAIRMAN MCMULLIN: Okay. Did everyone get the
9 minutes --
10 MR. PANTHER: Yes.
11 CHAIRMAN MCMULLIN: -- of the 29th? Everyone had
12 a chance to look at it? You said you found some
13 problems, Brian, on the 29th?
14 MR. PANTHER: Yeah, I think on the 29th I noticed
15 in that transcript there were -- aside from the usual
16 spelling -- I don't think the transcriptionist
17 understood some of the terminology that was being
18 used. I think overall the intent is definitely
19 discernable.
20 The only comment I did have is that it
21 appears a lot of the comments that were made by Mark
22 Grega may have been inappropriately attributed to Dan
23 Riordan because I noticed that Mark only has one
24 comment on the record at the beginning of that

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1 meeting, notes and everything from then on out is
2 everyone else. And we know that Mark had some very
3 valuable input to the Task Force.
4 CHAIRMAN MCMULLIN: So it just got transcribed --
5 MR. PANTHER: I think it just got transcribed
6 improperly. But otherwise I think the intent is
7 there. If we need a motion to approve the minutes, I
8 would move that we approve them with the notations
9 that I've brought forth.
10 CHAIRMAN MCMULLIN: Okay. So we will put it up.
11 The 29th --
12 MR. BARNES: It has to be seconded.
13 CHAIRMAN MCMULLIN: Right.
14 MR. RIORDAN: I'll second it.
15 CHAIRMAN MCMULLIN: All in favor say aye.
16 (A chorus of ayes.)
17 CHAIRMAN MCMULLIN: Oppose?
18 (No response.)
19 CHAIRMAN MCMULLIN: None. Okay. The minutes for
20 October 20, 2010.
21 MR. PANTHER: I would also move that we approve
22 those minutes as submitted.
23 MR. RIORDAN: I'll second that.
24 CHAIRMAN MCMULLIN: All in favor say aye.

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1 (A chorus of ayes.)
2 CHAIRMAN MCMULLIN: Opposed?
3 (No response.)
4 CHAIRMAN MCMULLIN: None. Okay. Okay. New
5 business, Bill Barnes will discuss the Illinois
6 Worker's Compensation insurance findings. I'll turn
7 the floor over to Bill.
8 MR. BARNES: Yeah, at the request of the Task
9 Force, I was asked to consider the applicability of
10 worker's compensation insurance to out-of-state
11 employees who may be coming into the state to work
12 under the -- in the cover license context.
13 And I spoke with a Mr. Robert Ruiz, R-U-I-Z,
14 who is an insurance compliance manager with the
15 Illinois Worker's Compensation Commission. And his
16 role is essentially to manage all worker's
17 compensation claims brought in the State of Illinois.
18 He's a very busy man. You should see his office.
19 I've never seen so many files.
20 And one of my first questions to him was is
21 there a public policy against waiving worker's
22 compensation. One of the things as you may remember
23 that was discussed by the Task Force in the context
24 of wrapping our heads -- wrapping its heads around

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1 the cover license and cover licensor issues was what
2 do you do with the out-of-state employee and the
3 worker's compensation -- the Illinois worker's
4 compensation issue.
5 Currently the Act requires all operators and
6 assistants to have worker's compensation insurance.
7 And as I think was discussed by the Task Force, that
8 may not be the practice in the context of cover
9 licenses.
10 So I asked Mr. Ruiz is there a public policy
11 against waiving worker's compensation insurance in
12 the State of Illinois. He said definitely yes.
13 Based on the fact that even if they're asked to waive
14 it, they can file it regardless because it is a
15 statutory right.
16 And invariably the individuals who are
17 injured in Illinois will file in Illinois as opposed
18 to their state because of the generous nature of the
19 benefits provided by Illinois.
20 And this -- You know, so my next question
21 was so does this mean that everyone who works in the
22 State of Illinois regardless of their residence has
23 to have worker's compensation. And the answer was
24 yes.

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1 That applies to when the Patriots come to
2 play the Bears at Soldier Field. Every single member
3 of that team and every single staff member of that
4 team who is in the State of Illinois working is
5 covered by worker's compensation insurance in
6 Illinois. When the Lakers play the Bulls, they're
7 all covered. When a team comes to play the Fire down
8 in Bridgeport, they're covered.
9 So this was news to me. It's something I
10 never really thought about. But one of the -- and
11 I'll leave it to be discussed among the Task Force.
12 But one of the issues raised was if we require
13 Illinois Worker's Compensation insurance, will there
14 be a chilling effect on work to be done. Will folks
15 choose not to shoot pyro or have pyro associated with
16 their shows in Illinois if they're required to do so?
17 Whether or not there is such a chilling effect, it's
18 up to the Task Force to discuss.
19 Another area of inquiry for Mr. Ruiz was how
20 will an out-of-state employer get this insurance --
21 this in-state Illinois Worker's Compensation
22 insurance. And, you know, basically he couldn't give
23 a specific answer because we're dealing with 50
24 states here -- 49 other states with potential

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1 out-of-state employers.
2 He said basically just talk to your
3 insurance broker to find out how to do it. There are
4 insurance companies out there that will issue blanket
5 worker's compensation policies.
6 MR. PANTHER: Not for our industry.
7 MR. BARNES: Assuming that was available for your
8 industry. But he said that that blanket policy is a
9 misnomer because there are many states that are
10 self-insured. So even if you had this blanket
11 policy, you wouldn't be covered in that specific
12 state.
13 He said it's basically up to the
14 out-of-state employer much like the Patriots or the
15 Lakers or whoever is coming in to do work to do their
16 due diligence and acquire the necessary policy if
17 they're to be covered by worker's compensation
18 insurance and their employees are to be covered -- be
19 able to receive benefits.
20 Just let me look at my notes here. Oh, one
21 of the other issues; if an Illinois cover licensor
22 does not employ an out-of-state employee and an
23 out-of-state employee does not get Illinois Worker's
24 Compensation insurance, Mr. Ruiz was of the opinion

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1 that there's a potential that the Illinois cover
2 licensor, the individual assigning the license to the
3 out-of-state folks, could be found to be a statutory
4 employer given the grayness and the ambiguities in
5 the relationship between the out-of-state employee,
6 the out-of-state distributor or operator and the
7 in-state operator.
8 He couldn't say one way or another but --
9 and that would be the subject of intense litigation.
10 I'm sure a lot of lawyers would get in and put their
11 two cents in. But he said that there was a potential
12 that the cover licensor -- the Illinois operator who
13 is assigning the license could be deemed a statutory
14 employer of out-of-state employees who are injured in
15 the context of an event if they're found not to have
16 worker's compensation insurance.
17 I mean, that's essentially what I found out
18 from Mr. Ruiz who is with the Illinois Worker's
19 Compensation Commission.
20 MR. KAY: Let's work backwards. If I interpret
21 you correctly, let's take the circus. Feld comes
22 into town. And as Dan only knows too well, they may
23 or may not have the operator on their package on the
24 show. That kid could have been replaced. You never

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1 know. So you're telling me that this kid chosen by
2 Feld --
3 MR. BARNES: Who is Feld?
4 MR. KAY: Feld is --
5 CHAIRMAN MCMULLIN: They own the circus.
6 MR. KAY: Disney on Ice.
7 MR. PANTHER: It could be any production company.
8 MR. BARNES: So the outside production company
9 comes in.
10 MR. KAY: Or Fly comes in town with Disturbed.
11 He lives in Texas. He gets worker's comp in Texas.
12 You're saying that if I have a cover license for this
13 company, then it could be construed if something goes
14 wrong that somehow this out-of-state guy is our
15 employee. It seems to me that's what you're saying.
16 MR. BARNES: Well, that's what Mr. Ruiz told me
17 and there is a probability that that may happen,
18 however remote. I mean, again, it all boils down to
19 the facts of the circumstance at issue and how
20 vigorous the attorneys are on each side arguing.
21 MR. KAY: I realize that. Working backwards from
22 an injury, as I say, if the steps lead inexorably to
23 somehow us being responsible for his workman's comp,
24 given the vagaries of the way tours really come down

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1 in the real world where I'm popping into a production
2 next week with the circus --
3 MR. BARNES: In what role?
4 MR. KAY: As the cover license. And I don't know
5 if the kid on their permit package is going to be the
6 one pulling the trigger. Disney Magic with Mickey
7 was not the kid at all that was on. He said oh, no,
8 he left the tour. I go okay, fine. So go ahead,
9 Brian.
10 MR. PANTHER: So is the Office of the State Fire
11 Marshal going to be (inaudible) all these touring
12 companies that are coming in when we submit our
13 packets to you to verify that these guys all in fact
14 have proper Illinois insurance?
15 MR. BARNES: Well --
16 MR. PANTHER: Because that's going to be very
17 difficult for us to figure out.
18 MR. BARNES: I think if the text of the cover
19 licensor language that is submitted puts a burden on
20 the cover license -- the Illinois cover license to do
21 this -- to do that leg work. I mean, as part of the
22 information that is being submitted to you prior to
23 the submission of this information to the authority
24 local jurisdiction are all the certificates of

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1 insurance and the indication that the worker's
2 compensation insurance is in place as well.
3 MR. PANTHER: I understand that. And frequently
4 we get an Accord form from the cover -- or from the
5 touring company who we're going to be providing
6 cover. All it does is give you a policy number.
7 I know when we go through the process of
8 becoming a distributor in the State of Illinois, we
9 have to provide detailed pages out of our workman's
10 compensation policy to show what our coverages are,
11 not just a policy number.
12 And that process every time we have gone
13 through a re-application or every time our insurance
14 renews at the beginning of the year, it takes us two
15 or three days to get through between the insurance
16 company and the State Fire Marshal's Office exactly
17 that piece of paper they need every time. And we
18 have the benefit of it's our insurance carrier. And
19 we have trouble getting that information. We are
20 calling up another person.
21 MR. BARNES: That may be another debate for the
22 Task Force. Maybe that goes to tweaking the language
23 of the proposed cover license.
24 CHAIRMAN MCMULLIN: I mean, the office is

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1 going -- once we get all done, we are going to send
2 out letters to all the pyro companies out there,
3 production companies stating what the law is and what
4 they have to do. They're not going to be
5 blind-sided.
6 MR. BARNES: By -- You know, with that statement
7 from what Mr. Ruiz told me, it's a probability
8 however remote. I mean, there's no telling -- you
9 know, sitting here in a vacuum and we can do
10 hypothetical, after hypothetical, after hypothetical
11 and maybe we can come up with an instance in which it
12 would -- the liability would view to the cover
13 license.
14 But I think it's for the Task Force to
15 debate about the language of this cover license
16 proposal. And if there are specific documents,
17 Brian, that you as a cover license are going to need
18 from your out-of-state production company to, number
19 one, put yourself at ease and to meet the statutory
20 insurance requirements, then let's put that in there.
21 I mean, that's up to you guys.
22 MR. PANTHER: I just find it very concerning that
23 it's putting us in the role of having to play
24 insurance police for companies that are out-of-state

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1 companies that we don't even have access to their
2 insurance carriers.
3 CHAIRMAN MCMULLIN: I think if we put it in the
4 language of this is what you need for me to do a
5 cover license for you. I need proof of this, this
6 and this. It puts the burden more on them. They're
7 going to know up front that they have to do it.
8 They're not getting blind-sided.
9 MR. KAY: Now, I would establish -- and I think
10 Mark and Brian would concur. It's no accident that
11 touring music companies issue from the southern
12 states. We in turn when we operators -- if we have a
13 choice of an operator that's a resident of California
14 or a resident of a state with a more user friendly
15 workman's comp, we would favor the operator that
16 comes from the state -- if we are sending him on a
17 national tour, it's to our advantage to use him from
18 the state that has reasonable rates for workman's
19 comp.
20 Now, it seems to me what you're asking the
21 music touring company now is to double dip on their
22 workman's comp. In other words, they start their
23 tour with their company. Let's say they're out of
24 Nashville and they're carrying a policy of workman's

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1 comp in Tennessee and they hit the road. That means
2 when they come to the State of Illinois, they're
3 doubling down on their workman's comp.
4 MR. PANTHER: That's a reality of being in
5 business. I have work comp audits in 14 different
6 states now. We have to pay premiums in almost every
7 single one of them.
8 CHAIRMAN MCMULLIN: They're reaping the benefits
9 from Illinois but not paying for them of our better
10 workman's comp. That's the other side of the coin.
11 MR. PANTHER: Now, some insurance carriers like
12 Liberty Mutual for instance, they cover a handful of
13 different states. So for the one premium that you
14 get, you can call up the insurance carrier and say I
15 need to add Illinois on or I need to add Missouri on.
16 And you can frequently do that on some policies.
17 But because of the fact the work comp law is
18 so across the board different in the United States --
19 some states self-insure. Others you have only one
20 place that you can get it through a very specific
21 fund. And some of them are incredibly expensive.
22 And that's where I was talking about before,
23 you know, like in states like Florida and Louisiana
24 that have work comp rates for our particular industry

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1 approaching 100 percent of wages, it becomes a
2 business decision in those cases to not employ
3 somebody from those states. That's I think where you
4 got that information from.
5 But, yes, work comp is one of our
6 significant expenses in employing people. We have
7 got employees in 13 or 14 different states. We're
8 paying premiums in every single state.
9 MR. KAY: Okay.
10 (Whereupon Mr. Grega enters.)
11 MR. PANTHER: And it is astronomically expensive
12 to do so.
13 CHAIRMAN MCMULLIN: It's a state law. We can't
14 make, you know, the pyro places exempt from that
15 state law because then the Orlando Magic is going to
16 say hey, how come we have to pay but they don't.
17 It's a state law. We have to follow the law. Are we
18 in agreement in that?
19 MR. GREGA: I missed the first part of it.
20 MR. BARNES: I'll recap. I just went over my
21 discussion of worker's compensation. I spoke with an
22 insurance manager with the Illinois Worker's
23 Compensation Commission about the applicability of
24 worker's comp in the cover license context

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1 out-of-state employees coming in, whether or not we
2 could ask them to waive the worker's compensation.
3 I was informed that there was a public
4 policy against that given the fact that even if they
5 waived it, they could still seek them. Because they
6 weren't insured, it would be a drain on the resources
7 of the State of Illinois.
8 And that raised -- You know, he raised the
9 fact that all the football -- professional football
10 teams that play at Soldier Field, every single person
11 that's on the field and on the sidelines is covered
12 by worker's comp. Any team that comes in to the play
13 the Bulls, same thing. People that work in the state
14 even if they reside elsewhere are required by law to
15 be covered.
16 MR. GREGA: For us as a company, I mean, it would
17 be -- we would go to our carrier just as -- when I
18 walked in, I heard something about us being the
19 insurance. It's just like if someone wants a wire
20 transfer from you, they have to give you certain
21 things in order for you to be able to send them the
22 wire.
23 I think it's the same thing with insurance.
24 We tell company A out of Canada or company B out of

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1 New York that when you come to Illinois, in order for
2 us to process a local license for you, you have to
3 show us your certificate of insurance that in the
4 remarks that you have opened up a policy that is
5 Illinois Workman's Comp. That way it alleviates any
6 kind of -- us trying to be insurance police.
7 CHAIRMAN MCMULLIN: Not to jump ahead but it is
8 covered in the definitions I sent you guys out for
9 the cover license. It is in there that they will
10 provide you with that if you are the cover license.
11 MR. PANTHER: The thing I was saying to clarify
12 what I was saying about it is when you renew your
13 policy or your distributorship or your work comp
14 renews every year and you get a new policy number, we
15 always go through the process of getting that
16 declarations page to supply to the Office of the
17 State Fire Marshal to show this is Illinois.
18 Because all of our insurance certificates
19 show right on there, here's our work comp policy. We
20 have 10 different policies in 14 states. We have our
21 master policy and then we have several standalones.
22 We needed to supply a different sheet of paper than
23 what's normally on the standard insurance form to
24 show, yes, this is in fact good for Illinois.

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1 They wouldn't take what was on the Accord
2 form. So that's what I'm saying. That can be
3 difficult to get. So as long as everybody knows --
4 MR. GREGA: Especially at time of renewal.
5 CHAIRMAN MCMULLIN: You know, maybe I'm speaking
6 bad here or whatever. But maybe I could set
7 something up with the workman comp insurance to say
8 when you get something like this, can you forward it
9 to me. You know, I think that would be -- would help
10 everyone involved out. You know, where they can say
11 yeah, okay, Hi-Tech just applied for, you know,
12 Illinois workman's comp. They're okay. We will have
13 to go back and talk to them, see if we can work that
14 out maybe. But I think that would alleviate a lot of
15 problems for everyone.
16 MR. KAY: It seems to me though that Mr. Ruiz is
17 saying that even if the client comes into the state
18 with Illinois workman's comp, in the case of an
19 accident, the pyrotechnic licenser, the pyrotechnic
20 distributor --
21 MR. BARNES: The Illinois.
22 MR. KAY: The Illinois distributor is also in the
23 food chain.
24 MR. BARNES: I don't know how you can do that.

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1 CHAIRMAN MCMULLIN: No, he was saying if they
2 didn't have insurance.
3 MR. PANTHER: If they didn't have the insurance.
4 MR. BARNES: Then it's a question of --
5 MR. KAY: Then you would be in default.
6 MR. PANTHER: And you agreed to cover them and it
7 turned out that they did not in fact have Illinois
8 work comp, there are situations that may exist which
9 by default cause you to become the employer.
10 MR. GREGA: Even doing a local license cover, if
11 they have a \$1 million policy and there's an incident
12 that's worth \$5 million worth of damage, being a
13 local license cover, yeah, the liability falls over
14 on to you once their policy has --
15 MR. BARNES: Exhausted.
16 MR. PANTHER: They're going to go after their
17 policy as primary. Because you signed on and
18 additionally insured them, you're on the hook too.
19 MR. GREGA: It is a huge risk especially for
20 those people that want to be involved. It is a huge
21 risk. Monetarily I don't think that you're actually
22 getting your most beneficial income compared to your
23 risk. This is a huge amount of responsibility that
24 most of us do in reciprocation for what we do or they

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1 do for us when we get to their states. This isn't
2 something to be taken lightly.
3 And now with the insurance issue that's
4 being brought up, it's even more the fact that doing
5 a local license cover isn't about the money you get
6 paid for that specific amount of time that you're
7 doing it. You are certainly putting your company and
8 insurance on the line.
9 MR. KAY: Right.
10 MR. PANTHER: We don't form businesses to do
11 cover licenses. There's no business incentive for us
12 to do this other than the courtesy factor.
13 MR. GREGA: The most likely outcome of what's
14 happening with this Task Force is that certainly all
15 of these other companies that come into town can get
16 their own licenses. And I'm sure that once they see
17 all the recommendations or they see all the hurdles
18 that they're going to be presented with, it's very
19 simple for them to get their own licenses.
20 Certainly there is the problems of each
21 individual tour and each individual operator. But I
22 think that it may push them to -- where a company
23 like a pyrotechnic or a company like Zenith who does
24 a lot of work here send out two operators. Get them

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1 tested. Get them licensed. So that when they come
2 here, they have their own license.
3 Because, I mean, this license is obtainable.
4 If you have a pyrotechnician who is working in the
5 field, he can certainly come in, show his verified
6 experience, take a test and get a license. I mean,
7 we are dealing with a state that is a very open and
8 acquirable license. It isn't something that is
9 prohibitive. So I think that some of these companies
10 will have to get their own licensed people.
11 CHAIRMAN MCMULLIN: Yeah.
12 MR. PANTHER: Several of them started the process
13 and opted not to because they decided it was a huge
14 pain in the butt to do it.
15 MR. GREGA: But at the same time.
16 MR. KAY: That brings me to my guest this
17 morning. I have --
18 CHAIRMAN MCMULLIN: We are still on the workman's
19 comp.
20 MR. KAY: They dovetail. Please go on.
21 CHAIRMAN MCMULLIN: Okay. Is everyone in
22 agreement with the workman's comp?
23 MR. PANTHER: I think it's very clear cut.
24 CHAIRMAN MCMULLIN: Cut and dry.

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1 MR. GREGA: Yeah, they have to have it.
2 MR. PANTHER: But I think what you're talk about,
3 Dan, in sending out a letter on behalf of the
4 Illinois State Fire Marshal's Office to all the
5 pyrotechnic vendors that typically tour in the
6 country to let them know, this is requirement in
7 Illinois and you will need to provide this to your
8 people.
9 CHAIRMAN MCMULLIN: And it will help you guys.
10 When your companies are doing the local license, they
11 know ahead of time what they need to present to you,
12 you know. And then it will make it easier on you.
13 And like I said, I'll see if I can work something
14 out.
15 MR. PANTHER: It's education because, you know,
16 even before we started this conversation during the
17 last meeting, I think even all the members in this
18 room didn't really understand just how murky and
19 complicated the work comp issue was and what exactly
20 was going on with that issue.
21 It was just out there in the gray, which I
22 think is great that everybody has had the opportunity
23 to really bring to light what the liability is and
24 what the risks really are when it comes to doing

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1 these types of services.
2 CHAIRMAN MCMULLIN: Okay. We'll -- Next week I
3 will get with them, see if there's a way I can get
4 that information who has -- you know, for the pyro
5 companies who has Illinois workman's comp. But I
6 think this issue has been discussed and there's
7 nothing else for this. So the next one is review,
8 discuss, propose cover license language. Does
9 everyone have a copy? Has everyone looked it over?
10 MR. GREGA: The one question I have is in
11 pyrotechnical company it says, means any person or
12 entity licensed by any other state. Do they have to
13 be licensed by another state? I mean, there is if
14 you don't manufacture or buy, there is a possibility
15 that you can conduct business as a pyro company
16 without any license. Some states require it
17 obviously but some states don't. I don't know that
18 we want to specify that it has to be by any other
19 state. Is there any other language?
20 MR. PANTHER: Maybe something along the lines of
21 means any person or entity -- or any out-of-state
22 person or entity providing pyrotechnic services or
23 pyrotechnic displays.
24 MR. GREGA: I don't think your intention is to

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1 say they have to be licensed by another state in
2 order to do this.
3 CHAIRMAN MCMULLIN: Yeah, I think --
4 MR. GREGA: Most companies are licensed in other
5 states but at the same time to say they must be
6 licensed by another state, there's one in a million
7 that they won't.
8 CHAIRMAN MCMULLIN: How about means any person or
9 entity that performs in more than one geographical
10 location?
11 MR. GREGA: Means any person or entity -- what
12 now?
13 CHAIRMAN MCMULLIN: That performs in more than
14 one geographic location. So that would cover a tour.
15 MR. BARNES: Do we want performs pyrotechnic
16 services or --
17 MR. PANTHER: Yeah, I think that needs to be in
18 there. Any person or entity who performs pyrotechnic
19 services or pyrotechnic displays in multiple --
20 MR. GREGA: In more than one geographic location.
21 MR. KAY: Yeah, I mean, in FPA 160 has flame
22 categories that are dependent on that, that you are
23 in fact moving, that you are touring.
24 CHAIRMAN MCMULLIN: Okay. Because I thought it

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1 had then put it back into here on that. So we are
2 all in agreement on that, what a touring production
3 company is, the definition?
4 MR. PANTHER: The only other thing I would
5 mention, Dan, is that pyrotechnical -- I would
6 recommend that you call them touring pyrotechnic
7 companies. Just to keep the language consistent with
8 everything else in the code. And pyrotechnical
9 really isn't a proper word.
10 CHAIRMAN MCMULLIN: I kill that keyboard every
11 day. What do you want it to say, Brian?
12 MR. PANTHER: Any reference to pyrotechnical
13 company or pyrotechnical operator be changed to
14 pyrotechnic.
15 CHAIRMAN MCMULLIN: Okay.
16 MR. GREGA: Yeah, in the definition of a lead
17 operator, you used pyrotechnic, not pyrotechnical.
18 MR. PANTHER: It's that same way throughout the
19 rest of the Act.
20 CHAIRMAN MCMULLIN: Okay. We will change that.
21 MR. PANTHER: Under cover license B, subpart A, a
22 pyrotechnic plan for the event which meets the
23 specifications of NFPA 126, I would recommend and/or
24 NFPA 160.

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1 CHAIRMAN MCMULLIN: Okay.
2 MR. PANTHER: For the use of pyrotechnics
3 before -- or flame effects before a proximate
4 audience.
5 MR. GREGA: Are we still working on the 2006
6 edition as what was --
7 CHAIRMAN MCMULLIN: That's what the state is. We
8 haven't adopted the new edition yet.
9 MR. GREGA: Because there's a 2011.
10 MR. PANTHER: It's mostly cosmetic changes. But
11 there are some nice clerical changes too that really
12 clean things up, which should be a recommendation to
13 the legislature to update or to do like some states
14 have even done to say the then most current edition
15 of the NFPA documents. So you don't have to go back
16 to the legislature every time to update.
17 MR. KAY: I would like to point out that under
18 definitions, we make no reference to last meeting's
19 discussion of the event employee.
20 CHAIRMAN MCMULLIN: Well, they -- the event
21 employee would be with the building.
22 MR. PANTHER: Technically, Kent, I think the
23 event employee is going to be covered under the scope
24 of practice which is actually covered elsewhere in

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1 the Act. That would be another proposed area that we
2 have already talked about to say we want to add this
3 to the Act and it's going to fall under the area
4 of --
5 MR. GREGA: The overall.
6 MR. PANTHER: The overall. This is the operator,
7 this is the assistant and this is event employee. I
8 mean, the same thing would carry over to the cover
9 license because you're making reference to the same
10 individuals.
11 MR. KAY: For my part I don't -- I'm glad I don't
12 see it in the definitions. I'm inquiring whether I'm
13 going to see this elsewhere.
14 MR. PANTHER: That I guess is the intent --
15 MR. GREGA: Yes.
16 MR. PANTHER: -- we talked about last time. It
17 would appear in the general definitions for the scope
18 of practice.
19 MR. GREGA: At the same time an event employee
20 does come into play when we are talking about a
21 touring situation because he is also at the event at
22 that time and is working in conjunction with them.
23 If you wanted to add it into this, I don't see -- if
24 there's a problem of re-doing it or --

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1 MR. BARNES: Can I just add something? When I
2 drafted this up, I just included definitions that
3 were new to this section. I mean, I didn't want to
4 rehash everything that had been done in the past.
5 MR. PANTHER: Sure.
6 MR. BARNES: So to the extent it's not on here
7 doesn't mean --
8 MR. GREGA: Do you want to include it? Are these
9 definitions just in the Act now where it's in the
10 preface of it?
11 MR. BARNES: Yeah.
12 MR. PANTHER: So those definitions will carry
13 throughout the Act?
14 CHAIRMAN MCMULLIN: Yeah, it will pertain all the
15 way through.
16 MR. BARNES: To the extent you want to reference
17 event employees in the cover license section and you
18 see fit to do so, feel free.
19 MR. KAY: So you're telling me that event
20 employee will show up in the general definitions?
21 MR. PANTHER: As will these.
22 MR. KAY: Okay. Now, at the last meeting we all
23 recommended certain changes in that definition. And
24 I did not receive an update of that from you, Dan,

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1 for event employee. The reason that I ask is this
2 formalizes the arrangements that some of the vendors
3 have with union labor. And if we are going to change
4 it, I would like the language to be generally
5 circulated and approved. I realize you've been on
6 vacation. I'm just saying that we really need to
7 formalize that definition because --
8 CHAIRMAN MCMULLIN: I thought we did formalize it
9 and vote on it.
10 MR. KAY: I wrote in what everybody in the room
11 decided should be changed. And I was told that you
12 would be forwarding us via e-mail for review, which I
13 did not receive. As you remember, I felt that until
14 such time as we received such a statement, definitive
15 and agreed upon by the rest, that we should not be
16 voting on it. In fact I have what -- notes I took
17 from this meeting last time asking for changes. And
18 I have not seen those changes run by for review.
19 CHAIRMAN MCMULLIN: But we voted on the changes
20 we made.
21 MR. KAY: I will go back and find out if the
22 record reflects that you told us that you were going
23 to e-mail us with the changes for review. And the
24 reason I'm bringing it up is I did not receive same.

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1 CHAIRMAN MCMULLIN: Okay. I mean, I can e-mail
2 them out. I've been gone.
3 MR. KAY: I understand.
4 CHAIRMAN MCMULLIN: You know.
5 MR. KAY: It has a great import from my point of
6 view and I would like the language formalized and not
7 just my scratch notes that I was taking while we
8 chatted about this before we voted on.
9 CHAIRMAN MCMULLIN: All right.
10 MR. BARNES: Do you want to discuss it now? I
11 mean, we're running out of time here.
12 CHAIRMAN MCMULLIN: I have it right here, the
13 definition. Event employee means an individual who
14 works under the supervision of the display operator
15 and who assists with the safety, set up, discharge --
16 MR. GREGA: No, that was changed.
17 CHAIRMAN MCMULLIN: Set up and removal of a
18 pyrotechnic display but does not handle the
19 pyrotechnic material.
20 MR. GREGA: No.
21 MR. PANTHER: No, that's not the way it was
22 revised.
23 MR. GREGA: The last thing I have is an event
24 employee means an individual who works under the

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1 supervision of the lead pyrotechnic operator and who
2 assists with the safety, set up and removal of a
3 pyrotechnic display but does not handle live
4 pyrotechnic material or charged frame equipment.
5 MR. PANTHER: That's what I have.
6 MR. RIORDAN: Right.
7 MR. KAY: Does not what?
8 MR. GREGA: Or charged flame effect equipment. I
9 think that was the definition that we voted on.
10 CHAIRMAN MCMULLIN: Yes.
11 MR. PANTHER: That's the notes that I have.
12 CHAIRMAN MCMULLIN: So you want event employee in
13 here?
14 MR. KAY: Well, again I wanted the revisions --
15 you see the net effect of this event employee
16 definition is that union labor will not be handling
17 any pyrotechnic products; and therefore, will not be
18 eligible for licensing. The two follow one to the
19 other. And if we are going to formalize this, I want
20 to know exactly what the wording is going to be.
21 CHAIRMAN MCMULLIN: Okay.
22 MR. KAY: Because that's -- Again, I don't know
23 if this is the time. But if we look to the past, we
24 have been handling pyrotechnic products and not

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1 receiving post display credit towards a license and I
2 think that needs to be redressed. I have a couple of
3 extremely experienced operators, one in the room with
4 us right now, virtually years of logged -- by
5 employee rates.
6 CHAIRMAN MCMULLIN: I advised him if he has the
7 letters, we take resumes into effect if it's before
8 the law came into effect.
9 MR. KAY: Could you give me the window of dates
10 for when the law came into effect?
11 CHAIRMAN MCMULLIN: I'll give them to you
12 tomorrow.
13 MR. KAY: Okay. I mean, 18 or 20 of these were
14 pulling the trigger as the lead operator. And this
15 has been our problem here is that we have been doing
16 pyrotechnic work and we haven't been getting any log
17 credit towards a license. And here I'm being asked
18 really to send that away. Unless it's my own
19 pyrotechnic distributor, there's no way. Now the
20 solution is that Local 2 labor will just not handle
21 pyrotechnic materials. The net effect is the same,
22 no license.
23 CHAIRMAN MCMULLIN: Okay. Brian.
24 MR. PANTHER: Unless you're employed by us.

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1 Right now we're the only vendor that has a collective
2 bargaining agreement with Local 2. If we're not
3 upstream of the permit process, if we were not
4 contacted to provide service for that particular
5 show, then under the Illinois law, that's correct,
6 you cannot handle pyrotechnic material if you're not
7 employed by a pyrotechnic distributor.
8 CHAIRMAN MCMULLIN: Would you give Joe a license
9 on his past work history if -- because we will take
10 past work history prior to the law. If he says I did
11 this, this and this, we have done it. We had to
12 start somewhere.
13 MR. PANTHER: Absolutely. I'll review anybody
14 who comes to me with a work history and, you know,
15 who I can work with on a series of shows and get that
16 comfortable feeling with ultimately.
17 MR. KAY: So in other words, the past will be
18 filtered through a present pyrotechnic distributor?
19 CHAIRMAN MCMULLIN: Yeah.
20 MR. PANTHER: It's got to go through a
21 distributor somewhere.
22 CHAIRMAN MCMULLIN: When we started -- I think it
23 was 2006 is when the law took effect, January 1st.
24 There was no way Joe Mancini was carrying around

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1 display reports before that to get signed off on.
2 But I told Joe and Joe has showed me from the theatre
3 he's got -- from someone at the building and, you
4 know what, I was there. I know prior to the law. So
5 yeah, that's prior work history. Because Kent comes
6 from California, we can't say, Kent, you don't have
7 any Illinois display reports. No. Kent showed us
8 his work history.
9 MR. KAY: Okay. I just wanted to clarify and you
10 can understand my concerns. I'm just asking --
11 CHAIRMAN MCMULLIN: Yeah, I mean --
12 MR. KAY: For the final language because the
13 three of us had further input. I missed a few of the
14 changes that we requested. This has an impact on us
15 and I just want to be clear. Thank you.
16 CHAIRMAN MCMULLIN: We are not going to prohibit
17 anyone from getting a license. As long as they have
18 the right documentation, they're tied to a company.
19 They passed the test, there isn't going to be a
20 problem.
21 MR. KAY: Okay. Thank you.
22 CHAIRMAN MCMULLIN: Okay?
23 MR. KAY: Yes. Thank you.
24 CHAIRMAN MCMULLIN: Okay. Back to the cover

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1 license language.
2 MR. RIORDAN: Dan, can we go back to the
3 definitions real quick?
4 CHAIRMAN MCMULLIN: Sure.
5 MR. RIORDAN: The ones that you sent us, these
6 are going to go up in the front portion of the Act
7 itself? They're going to get put into that
8 definition area?
9 CHAIRMAN MCMULLIN: Definition area.
10 MR. RIORDAN: We will also see the event employee
11 and assistant definition up front as well --
12 CHAIRMAN MCMULLIN: Yes.
13 MR. RIORDAN: -- as we agreed upon. Okay.
14 Thanks.
15 MR. PANTHER: That's where we're recommending the
16 legislature get --
17 CHAIRMAN MCMULLIN: Taylor?
18 MR. MUZZY: Are you holding public comment?
19 CHAIRMAN MCMULLIN: Sure, Taylor. Go ahead.
20 MR. MUZZY: Before we run down into the meeting,
21 I guess while we're still talking about definitions,
22 I'll say first of all that I don't necessarily agree
23 with the whole scheme. But that being said, when
24 you're actually looking at the substance for the

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1 first one, the touring lead pyrotechnic operator, I
2 don't see an employment requirement there. That
3 being a requirement that the touring operator be
4 employed by the touring pyrotechnic company. And I
5 imagine that's something you want since the issue has
6 been the proper insurance requirements in place. For
7 example, you want the touring operator to be covered
8 by the touring company's insurance.
9 MR. PANTHER: Well, it will says an individual
10 employed by a touring pyrotechnic company who has
11 overall responsibility for the safety.
12 MR. MUZZY: Never mind.
13 CHAIRMAN MCMULLIN: Yeah.
14 MR. GREGA: Because that's in all of those. Same
15 thing for the touring technician.
16 CHAIRMAN MCMULLIN: That way it shows they're
17 employed by the company doing business.
18 MR. MUZZY: That makes sense. It was my mistake.
19 MR. GREGA: Do we want to include anything in the
20 touring pyrotechnic company that they have to also
21 have Illinois workman's comp insurance?
22 CHAIRMAN MCMULLIN: That is further down.
23 MR. GREGA: Okay. Back to the thing that you
24 were talking about, Brian, in the cover license

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1 section B, sub A. We are talking about adding 160 to
2 that?
3 MR. PANTHER: Uh-huh.
4 CHAIRMAN MCMULLIN: Yes.
5 MR. KAY: And flame effects.
6 MR. PANTHER: Right. What my proposed language
7 was a pyrotechnic plan for the event which meets the
8 specifications of NFPA 1126, comma, or NFPA 160
9 standard for use of pyrotechnics before a proximate
10 audience.
11 CHAIRMAN MCMULLIN: And flame effect.
12 MR. PANTHER: I mean, this is a document
13 reference. So of course it's a proper document
14 reference.
15 MR. GREGA: And/or flame effect.
16 MR. PANTHER: Yeah, and/or flame effect. Yes,
17 and work comp is covered under sub C. Proof of
18 Illinois worker's compensation insurance held by the
19 touring pyrotechnic company. I think it should be
20 company singular.
21 CHAIRMAN MCMULLIN: Okay.
22 MR. PANTHER: For all periods of time during
23 which the touring pyrotechnic company employees are
24 engaged in employment related activities in the State

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1 of Illinois.
2 CHAIRMAN MCMULLIN: Okay.
3 MR. KAY: Now, I'd like just to get some input
4 here on the touring pyrotechnic company and the
5 requirement of 1 million product liability and 1
6 million in general liability. We afford a different
7 format for the film in just 2 million in general
8 liability.
9 CHAIRMAN MCMULLIN: I believe it's 2 million.
10 MR. KAY: 2 million, yeah. Now, is the \$1
11 million in general -- the product liability, is that
12 standard, gentlemen, today?
13 MR. GREGA: Yes, most venues are asking that as a
14 minimum. I mean, hopefully companies are carrying
15 more than that. But that is a minimum pretty much
16 across the United States to go into a venue. Some
17 colleges may ask for more just because they're a
18 private entity. But a million is the beginning of
19 it.
20 MR. KAY: Speaking specifically to product
21 liability?
22 MR. GREGA: Uh-huh.
23 MR. KAY: Great. I just wanted to check on that.
24 Again, it's an incentive for the film people.

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1 MR. GREGA: I think the reason why -- Going back
2 from what I can remember back then is films obviously
3 aren't doing a set list of effects. They're not
4 doing this and this. You're making a gas bomb.
5 You're throwing rocks. Buildings are falling down
6 and cars. That was pretty much the reason why the
7 film industry was given a higher requirement because
8 of the effects that they produce.
9 MR. KAY: I understand. Okay.
10 MR. GREGA: Since it's not generally a regular
11 location, a venue.
12 MR. PANTHER: Or using products which are
13 manufactured. A lot of times they're compounding
14 them on the set, manufacturing something specific for
15 a particular type of --
16 MR. MUZZY: Does the general liability need to
17 cover pyro? It just says general liability but it
18 doesn't say covering the display or services
19 provided.
20 MR. BARNES: I just tracked the language in the
21 statute.
22 MR. MUZZY: Because I know for the production
23 company language it says 2 million in general
24 liability to cover the services provided. But for

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1 the distributor it just says a million in general
2 liability. I don't know if you want to clarify
3 here --
4 CHAIRMAN MCMULLIN: Yeah, we can --
5 MR. MUZZY: -- to cover the service.
6 CHAIRMAN MCMULLIN: Thanks, Taylor.
7 MR. BARNES: So what language would you like in
8 there? What would you think? General liability
9 insurance --
10 MR. MUZZY: That covers the pyrotechnic display.
11 CHAIRMAN MCMULLIN: That provides pyrotechnic
12 coverage.
13 MR. PANTHER: Under 225 ILCS, 227, Section 35,
14 subsection (c) item 3, proof of \$1 million dollars in
15 general liability insurance that covers the
16 pyrotechnic display service or pyrotechnic service
17 provided. You have to have a pyrotechnics
18 endorsement.
19 CHAIRMAN MCMULLIN: Okay. So it's already
20 covered.
21 MR. PANTHER: That looks like it's the general
22 licensure requirement.
23 MR. GREGA: It was 225 what?
24 MR. PANTHER: Which section?

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1 MR. GREGA: The one as far as specifying
2 insurance.
3 MR. BARNES: 35(c).
4 MR. PANTHER: 225, section 35, subsection (c),
5 item 3 in the licensure requirements and fees.
6 MR. GREGA: Right. So certainly the display
7 services should be added into that definition.
8 CHAIRMAN MCMULLIN: Yeah, it isn't going to hurt.
9 MR. PANTHER: Certainly doesn't have the
10 definition elsewhere or the requirement elsewhere.
11 MR. BARNES: Do you want that in (c) as well?
12 MR. GREGA: Yeah, (b) talks about the general
13 liability.
14 CHAIRMAN MCMULLIN: I would say wherever it says
15 product liability insurance covering.
16 MR. BARNES: No, it's general liability.
17 CHAIRMAN MCMULLIN: Or general liability.
18 MR. PANTHER: General liability, yeah. I would
19 recommend that they insert that same language.
20 CHAIRMAN MCMULLIN: Wherever it says general
21 liability.
22 MR. PANTHER: Yeah. So it says -- Okay. In your
23 definition here it says under the cover license
24 definition certificate of insurance showing proof of

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1 not less than 1 million in product liability
2 insurance and 1 million in general liability
3 insurance. At that point it would be in general
4 liability insurance that covers the pyrotechnic
5 display service or pyrotechnic service provider,
6 comma, and names the cover licensor as additionally
7 insured. That way the language is consistent
8 throughout the Act.
9 CHAIRMAN MCMULLIN: Right.
10 MR. PANTHER: Otherwise I don't see any other
11 issues with the proposed language.
12 MR. GREGA: So the same thing in section (c).
13 The add-on that we did for section (b), there needs
14 to be and/or 160?
15 MR. BARNES: Yep.
16 MR. GREGA: After a proximate audience and/or
17 flame effects.
18 CHAIRMAN MCMULLIN: Okay.
19 MR. BARNES: What was that?
20 MR. GREGA: Section (c)(a) so after an NFPA 1126.
21 MR. BARNES: Gotcha.
22 MR. GREGA: And at the end before a proximate
23 audience and/or flame effects before an audience, the
24 official definition.

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1 MR. BARNES: Yeah, or the official title. You're
2 just talking the title?
3 MR. GREGA: Yes.
4 CHAIRMAN MCMULLIN: Any other questions?
5 MR. MUZZY: I do have a question.
6 CHAIRMAN MCMULLIN: Taylor.
7 MR. MUZZY: So section C and subsection (c), here
8 you have the touring company naming as additionally
9 insured the licensor and the licensor's operator. In
10 the first section you just had them naming basically
11 the local company. How does that work when you guys
12 currently do it?
13 MR. PANTHER: Generally we just have them name
14 the company.
15 MR. MUZZY: The operator is an employee of the
16 company.
17 CHAIRMAN MCMULLIN: Right.
18 MR. PANTHER: But that brings up another point
19 too, which just as a clarification thing, we
20 sometimes run into issues where that particular
21 operator's name doesn't show up on an insurance
22 policy, I'm not going to let them do the service.
23 Well, they're an employee of the pyrotechnic
24 distributor. Their name shouldn't really have to be

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1 on the insurance certificate as long as the
2 distributor's name is listed. That's why I think
3 that reference in here, the cover licenser and the
4 cover licenser representative as additionally
5 insured. I think that language of cover license
6 representative should be taken out of that.
7 CHAIRMAN MCMULLIN: On where, Brian?
8 MR. PANTHER: In section C, subsection (c), the
9 touring pyrotechnic company certificate of insurance
10 showing proof of not less than 1 million in product
11 liability insurance covering what we talked about
12 already.
13 CHAIRMAN MCMULLIN: Okay.
14 MR. PANTHER: Which -- of which name the cover
15 licenser and the cover licenser representative as
16 additionally insured. I think it should only be the
17 cover licenser because that leaves it up to the cover
18 licenser and company to determine who that operator
19 is going to be. And, you know, we'll take the
20 situation of you permit somebody ahead of time to do
21 the show and they get sick or they get stuck --
22 CHAIRMAN MCMULLIN: All right.
23 MR. PANTHER: And the company has to provide
24 another operator at the last minute. If the

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1 insurance is the -- specifically says hey, this is it
2 and the Fire Marshal interprets it as hey, it's got
3 to be this guy, that could be a problem I think.
4 CHAIRMAN MCMULLIN: We can strike that from
5 there. Yes, Ken.
6 MR. KAY: Again, I'm charged with training and
7 licensing Local 2 guys. Now, if I have a trainee
8 that is hired by my pyrotechnic distributor and on my
9 public liability policy we are listing Local 2, its
10 executives, officers and referrals as additionally
11 insured will this person qualify for post display
12 credit towards his license if they attend the gig and
13 receiving training on site?
14 CHAIRMAN MCMULLIN: Additionally insured doesn't
15 mean you are --
16 MR. PANTHER: As long as the person is an
17 employee.
18 CHAIRMAN MCMULLIN: Employee.
19 MR. PANTHER: Then, yes, they can be an assistant
20 under the statute as long as they're an employee.
21 And by the nature that they are employed, they are
22 covered by the insurance, yes.
23 CHAIRMAN MCMULLIN: Yes.
24 MR. KAY: So they do not have to be specifically

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1 named then on the insurance policy per say? They
2 come under your --
3 CHAIRMAN MCMULLIN: Yeah.
4 MR. KAY: -- distributor licenser?
5 MR. PANTHER: Because they're an employee.
6 CHAIRMAN MCMULLIN: They would be an assistant
7 under Brian's company.
8 MR. GREGA: That would only be on a show where
9 you are acting as an employee of Hi-Tech and they are
10 in the lead supervising role.
11 MR. KAY: Okay.
12 MR. PANTHER: Correct.
13 MR. KAY: Again, I just want --
14 MR. GREGA: The line is really blurry because I
15 there's two Kent Kays here. We have Kent Kay, union
16 and Kent Kay, Hi-Tech employee. And when you discuss
17 them -- When you're talking about training someone,
18 you're not talking about training someone as you are
19 a union employee. You are talking about training
20 someone when you are working on a Hi-Tech show.
21 MR. KAY: No, I understand that.
22 CHAIRMAN MCMULLIN: Okay.
23 MR. KAY: Oh, yeah. Yes. Thank you for the
24 clarification.

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1 MR. GREGA: I don't -- I don't hear that's how
2 you're describing it. If you're on -- X show walks
3 into, you know, the United Center and you are there
4 as a stagehand and you have a trainee with you,
5 that's not a situation where you are the lead
6 operator nor does that person work underneath you as
7 a trainee. So working on that show isn't grounds for
8 being able to get credit for it.
9 MR. KAY: Yes. My point is the event employee
10 definition formalizes that very statement.
11 MR. GREGA: Right.
12 MR. KAY: Does it not?
13 MR. GREGA: It does.
14 MR. KAY: You can see why I'd like this to be
15 explicit. I understand. I want to rest assured that
16 as we formalize and propose to our governor that
17 there is an active pathway for union labor to seek
18 licensing in the State of Illinois.
19 MR. GREGA: Certainly. Certainly. There's
20 nothing that's prohibitive.
21 MR. KAY: All right. I get it.
22 CHAIRMAN MCMULLIN: Okay. Any other things?
23 MR. MUZZY: I do have one more comment.
24 CHAIRMAN MCMULLIN: Taylor.

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1 MR. MUZZY: Back to the definitions. The second
2 definition for touring technician basically says that
3 the technician has to be covered by the policies
4 under -- and then it says back to the licensing
5 section which is section 35 for distributors,
6 production companies and operators. I'm not sure
7 that -- if you're just intending to reference the
8 limits --
9 MR. BARNES: Yes.
10 MR. MUZZY: -- by that and not actually going
11 through that scheme.
12 MR. BARNES: No, it was just the limits. And, I
13 mean, I can specify --
14 CHAIRMAN MCMULLIN: Set forth.
15 MR. BARNES: 35(c) 2, 3 and 4.
16 MR. MUZZY: Or it might make more sense to
17 reference your new sections B, (b).
18 MR. BARNES: All right. Yeah.
19 MR. PANTHER: A lot of that language will be
20 clarified during markup too.
21 MR. MUZZY: That's true. It will.
22 MR. KAY: Now, as it stands today, the touring
23 technician -- if I am the cover license permitting
24 through Hi-Tech, I am still now registering the

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1 touring technician as an assistant until such time as
2 the statute changes, is that correct?
3 CHAIRMAN MCMULLIN: Yes.
4 MR. PANTHER: I would understand it to be that
5 way, yes.
6 CHAIRMAN MCMULLIN: Yes, yes.
7 MR. KAY: There is a change afoot it seems to me
8 that the touring technician we would -- in the future
9 once this is formalized, they would be hoisting their
10 flag with you and the documents that come through the
11 state. And I would be hosting them by name on the
12 post display report, end of story. So that we are
13 not accumulating pyrotechnic assistants that we may
14 never see again at Hi-Tech.
15 CHAIRMAN MCMULLIN: Right.
16 MR. PANTHER: That's going to be administrative
17 rule and a document change from the Office of the
18 State Fire Marshal.
19 MR. KAY: Okay. So until such time, I will
20 continue registering the touring technician as an
21 assistant?
22 CHAIRMAN MCMULLIN: Yes.
23 MR. KAY: All right.
24 MR. GREGA: That brings up another point which

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1 would be the Illinois display report in its present
2 state really doesn't address a touring situation. So
3 does there need to be an Illinois touring display
4 report that would, you know, be able to list people
5 in -- by their definition of what they're doing on
6 that --
7 CHAIRMAN MCMULLIN: Yeah, we could make one up.
8 MR. GREGA: Because right now it's operator's
9 name. It should have touring operator's name,
10 touring technicians.
11 CHAIRMAN MCMULLIN: I had it on there. And the
12 biggest beef -- I had the lead operator, license
13 operator. The beef came from the outdoor companies,
14 what does this mean.
15 MR. PANTHER: Is there anything that prohibits
16 you from making a secondary form for the proximate?
17 There's nothing in the legislature that says --
18 CHAIRMAN MCMULLIN: The problem comes from when
19 they use outdoor and indoor together.
20 MR. GREGA: If it was touring, the outdoor
21 companies wouldn't be using it because it doesn't
22 specifically address them.
23 CHAIRMAN MCMULLIN: We can look into that. I
24 don't think that's a problem.

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1 MR. BARNES: Yeah.
2 MR. GREGA: The form works in a standard
3 situation. Obviously in a touring situation, it's
4 different. Since we have made definitions here, we
5 should probably have a new form for that
6 specifically.
7 CHAIRMAN MCMULLIN: I'll have someone work on
8 that. We'll have event employee. All the
9 definitions will be listed in there with a spot to
10 put their name on it.
11 MR. BARNES: No, does it need event employee?
12 CHAIRMAN MCMULLIN: No, event employee doesn't
13 need it but it needs everything else.
14 MR. KAY: I just accessed the new display form on
15 the Web.
16 CHAIRMAN MCMULLIN: The one you can fill out on
17 the Web?
18 MR. GREGA: Yeah, very nice.
19 MR. KAY: Very slick.
20 CHAIRMAN MCMULLIN: Because I can't read 80
21 percent of the ones from -- not from indoor.
22 Outdoor. And I got bad handwriting.
23 MR. KAY: I understand.
24 CHAIRMAN MCMULLIN: I will address that. I'll

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1 try to get that maybe by next Tuesday or Wednesday.
2 MR. KAY: Great.
3 CHAIRMAN MCMULLIN: I'll send the form out. You
4 know, any recommendations you guys make to it, you
5 know, that's fine.
6 MR. GREGA: So we should call it the Illinois
7 touring display report. That way --
8 CHAIRMAN MCMULLIN: Yes.
9 MR. GREGA: -- it's in line with all the other
10 definitions citing touring.
11 MR. KAY: That would cover your Broadway in
12 Chicago as well?
13 MR. GREGA: Yeah.
14 CHAIRMAN MCMULLIN: Yeah.
15 MR. PANTHER: Anything like that.
16 MR. KAY: All right.
17 MR. GREGA: Anything with more than one
18 geographical location.
19 CHAIRMAN MCMULLIN: Yeah.
20 MR. PANTHER: Anybody that you're dealing with a
21 cover licensing situation.
22 MR. BARNES: Unless they have their own Illinois
23 license.
24 MR. PANTHER: In which case they'd be filling out

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1 their own display report anyway.
2 CHAIRMAN MCMULLIN: As far as these definitions,
3 is there anything else?
4 MR. PANTHER: No, I think that looks pretty good.
5 CHAIRMAN MCMULLIN: Do we want to vote on the
6 definitions?
7 MR. MUZZY: I would just suggest that -- it seems
8 like you certainly suggested some pretty substantive
9 changes today, significant and substantive. You
10 know, maybe to avoid the confusion that seemed to
11 happen with last meeting's vote on the language, it
12 would make more sense to have it all in writing.
13 CHAIRMAN MCMULLIN: All right. When I get this
14 all cleaned up --
15 MR. BARNES: We will put the changes in italics
16 or something just so everyone --
17 MR. PANTHER: That would make it clear for
18 everyone to see what changes we're doing.
19 CHAIRMAN MCMULLIN: We'll send it out to you guys
20 so the next meeting we are ready to go. I'll send
21 out the other definitions, the finished products.
22 MR. KAY: Copy that. Please do.
23 CHAIRMAN MCMULLIN: Along with this. So we're
24 done with the cover license language, correct?

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1 MR. GREGA: Yes.
2 CHAIRMAN MCMULLIN: The next item is summarize
3 and discuss Task Force recommendations. The next
4 meeting is the meeting where we're supposed to vote
5 on everything. So before next meeting anyone with a
6 proposed recommendation should submit it in writing
7 so that the Task Force can properly review, discuss
8 and vote on it.
9 MR. MUZZY: Brings up an interesting point
10 about -- I think it actually came up at the first
11 meeting about the format of the Task Force's
12 recommendation. I don't know if that's something
13 appropriate to be discussed now.
14 MR. BARNES: Sure.
15 CHAIRMAN MCMULLIN: Sure.
16 MR. MUZZY: Whether it be -- depending on how
17 things go, it would be majority of opinion and
18 dissenting opinion or something to that effect.
19 MR. BARNES: If I may, you know, I think it's
20 important for the Task Force to hear all
21 recommendations. I mean, someone may think they have
22 a dissenting opinion. But by proposing it to the
23 Task Force and having it vented and discussed and
24 voted on, it may be the majority.

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1 I think we all have the same aim here. And
2 I think that Dan has some general areas where we were
3 considering having recommendations based upon the
4 mandate in the legislature. But there's no reason
5 why this Task Force can't consider any
6 recommendation.
7 MR. MUZZY: I think that makes sense. I just
8 want to be clear when the deadline would be. Are you
9 saying by the next meeting you would want to have all
10 those issues out?
11 MR. BARNES: Well, yeah. I mean, my
12 understanding of the schedule is the 17th -- this is
13 pursuant to the minutes of the first meeting -- we
14 are going to consider recommendations. By the 7th we
15 are supposed to have a report submitted to this
16 group. And then on the 15th we are supposed to
17 ratify that report.
18 So to the extent that we can hammer out the
19 text of the recommendations among the Task Force next
20 week, then Dan can start writing the report and we
21 can go from there. And to the extent that there's
22 dissenting ones, let's voice them. Let's talk them
23 through. Maybe there are things that the Task Force
24 hasn't considered and we can incorporate them or if

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1 they're voted as a minority, then they can be
2 included in a separate report.
3 MR. PANTHER: Ascension report, yeah.
4 MR. BARNES: Yeah. But, I mean, it's just -- it
5 behooves everyone here to be open and upfront with
6 what's going on because that's just I think what this
7 Task Force is tasked with being.
8 MR. PANTHER: Ultimately we are just making a
9 recommendation to the legislature. They can take
10 this and throw it out the window for all they care.
11 My biggest fear is they take this information and
12 they don't implement it the way that -- because we've
13 thought through some very complicated issues. If
14 they don't understand why some of the decisions that
15 we made were made. My fear is it's comes out the
16 other end and it's all messed up.
17 MR. GREGA: It certainly can happen that way.
18 MR. PANTHER: Any time you go to the legislature,
19 you open up that possibility. Someone decides we'll
20 tack this onto the end of it.
21 MR. GREGA: Outside influence without a doubt
22 once this gets submitted --
23 MR. BARNES: It's out of our hands.
24 MR. GREGA: We have done our job.

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1 MR. PANTHER: Yeah.
2 MR. BARNES: Do you want to talk about the
3 general --
4 CHAIRMAN MCMULLIN: Yeah, the general areas are
5 adoption of modifications to the Act as approved by
6 the majority of the Task Force, insurance levels and
7 insurance pertaining to who can shoot in Illinois.
8 MR. PANTHER: I think we have covered all of
9 those areas. The only other thing I think we might
10 want to make a formal recommendation we touched on
11 briefly today is the suggestion to the legislature
12 that they amend the references to specific years NFPA
13 code to say, you know, to the then most currently
14 published NFPA code.
15 CHAIRMAN MCMULLIN: Because usually they --
16 MR. PANTHER: It's on a three-year cycle for
17 review of proposals. But basically every five years
18 you get a new document.
19 MR. BARNES: Right.
20 MR. MUZZY: Is there a specific statute where the
21 legislature has said we have adopted the 2006
22 edition?
23 MR. GREGA: Yeah, they have to.
24 CHAIRMAN MCMULLIN: Yeah.

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1 MR. MUZZY: Do you know where that is, in what
2 Act that's in?
3 MR. GREGA: I don't know. But I know that NFPA
4 in order for you to use their term and their
5 document, you have to formally adopt it and pay for
6 it.
7 MR. BARNES: Rules, under -- I'm looking at
8 section -- 227, section 30. I don't know if this is
9 it. But the Fire Marshal shall adopt all rules
10 necessary to carry out. The rules of the State Fire
11 Marshal shall be based upon nationally recognized
12 standards such as those in the NFPA 123 and then 160
13 and 140 for the motion picture.
14 MR. KAY: 1126 as well.
15 MR. BARNES: 1126 and 160. So it's got to be in
16 rules somewhere.
17 MR. PANTHER: I think it must be in the
18 administrative rules. We run into that in different
19 states too. We went to Hawaii and found they were
20 still on the 2001 edition. Just because they said it
21 takes an act of the legislature to change it, a lot
22 of jurisdictions are choosing to include language in
23 their rules that say the then most current edition of
24 these NFPA documents so --

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1 CHAIRMAN MCMULLIN: What happens, Taylor, is all
2 these different NFPA standards -- correct me if I'm
3 wrong, Dan -- come up at different times. So they
4 all don't change in 2010. So I think what the
5 thinking is they wait until a bunch of them get
6 together that come up and then they pass them.
7 MR. PANTHER: Actually I'm on the NFPA technical
8 committee for pyrotechnics and special effects. And
9 NFPA is on a five-year fixed cycle. And every third
10 year after a document is published, they put out a
11 request for proposals. And then you go through the
12 period where the public receives -- NFPA receives
13 proposals. The committee acts on them. They have a
14 review and comment periods.
15 If everything is approved, you could get a
16 new document as early as the fourth year. But the
17 way that their structure is set up, all the
18 committees and all the different code documents are
19 set up to be re-visited and reviewed at least every
20 five years. Some codes have a faster revision cycle
21 because they change faster. So with respect to the
22 pyrotechnics and special effects, it's on a five-year
23 cycle.
24 CHAIRMAN MCMULLIN: I think they wait until they

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1 get so many and then they'll approve them.
2 MR. PANTHER: Yeah.
3 MR. MUZZY: That makes sense. If it's just a
4 function of rule making, that's something your office
5 could handle. You wouldn't have to make that
6 recommendation.
7 CHAIRMAN MCMULLIN: That I don't know.
8 MR. BARNES: I'll check.
9 MR. PANTHER: If it's not specifically called in
10 the Act, then yeah.
11 MR. BARNES: It appears not to be. I'll take a
12 look at it over the break.
13 MR. RIORDAN: I have a contrary opinion to just
14 adopting the most current code. For no other reason
15 as in this case if it's the 2006 code, we understand
16 what it is and we understand how it can be applied.
17 If we just have it open-ended, we open ourselves up
18 to a code that could be watered down for whatever the
19 reason.
20 CHAIRMAN MCMULLIN: Yeah.
21 MR. RIORDAN: I think we should always have an
22 opportunity to update it. I'm dealing with various
23 types of codes. I've got codes that are 25 years old
24 that are as good as the codes that are used today. I

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1 think it allows us to interpret what's being proposed
2 and allows us to act prudently if we want to move to
3 that next edition.
4 MR. PANTHER: I think I definitely agree with
5 what you're saying there. And especially since
6 Illinois has adopted amended changes to the NFPA
7 codes. And there were some numbering changes in 1126
8 this time around which could affects things that are
9 specifically called out in the Illinois law.
10 MR. RIORDAN: Administratively it could be a
11 nightmare.
12 MR. BARNES: What if the local authority doesn't
13 have a copy of the 2011? Then --
14 MR. GREGA: I mean, the only difference between
15 2006 and 2009 was the addition of four fire
16 extinguishers instead of two fire extinguishers.
17 MR. PANTHER: There were housekeeping changes,
18 definition changes. We had very, very few changes in
19 the codes. There was some new additional language
20 about event personnel and performers and some
21 clarifications. A lot of the work was done in the
22 appendices, in the explanatory material.
23 MR. BARNES: If what Taylor says is right -- I'll
24 have to take a look at this. If the OSFM adopts by

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1 rule what it is, we have to look at it internally.
2 We got to have public comment and blah, blah, blah.
3 So it sounds to me like it might not be a proper
4 recommendation for this.
5 MR. PANTHER: If that's covered under
6 administrative rule, then that would be done through
7 the PRN process.
8 MR. BARNES: So I'll take a look at that and
9 report on it at the next meeting.
10 CHAIRMAN MCMULLIN: Okay. Anything about (c) at
11 all, summarizing?
12 MR. BARNES: When do we want proposed
13 recommendations? The next meeting is the 17th.
14 MR. PANTHER: My biggest problem I'm going to
15 have is a scheduling conflict on the 17th.
16 MR. BARNES: We have got two weeks.
17 MR. KAY: We would have a quorum on the 17th to
18 vote.
19 CHAIRMAN MCMULLIN: Right.
20 MR. BARNES: Right.
21 MR. KAY: It doesn't seem to me we are a country
22 mile off here. We are perilously close to setting
23 this up. I don't want to make anybody nervous.
24 CHAIRMAN MCMULLIN: Well, I got a lot of writing

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1 to do. I've been doing it along the way but --
2 MR. BARNES: Or so he tells me.
3 CHAIRMAN MCMULLIN: But, I mean, I'll keep you
4 abreast, Brian, of everything.
5 MR. PANTHER: If you can get us that information
6 prior to the meeting. Is there a form if I have a
7 comment or concern, I could submit that in writing to
8 your office?
9 MR. BARNES: As long as you copy everyone --
10 CHAIRMAN MCMULLIN: The other board members.
11 MR. BARNES: -- and we voice your --
12 MR. PANTHER: You have to post that ahead of time
13 though.
14 MR. BARNES: Right. And we also have to read
15 your comments for the public. We don't want to have
16 an ex parte communication. We don't want to run
17 afoul of any --
18 MR. PANTHER: I don't anticipate there being any
19 significant differences. We're all fairly in
20 agreement at this point in the process. We are just
21 down to that point of summarizing.
22 CHAIRMAN MCMULLIN: I would say by Tuesday of
23 next week this will be all drawn up, all the
24 definitions.

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1 MR. BARNES: We will have all the definitions
 2 including the ones voted on the last time as well as
 3 the ones in here and the cover license revisions that
 4 we talked about.
 5 CHAIRMAN MCMULLIN: Send them out.
 6 MR. BARNES: In black and white. And then if we
 7 could have -- maybe by the Monday, which would be the
 8 15th, 11-15, why don't we have everyone's proposed
 9 recommendations just so everyone can review them.
 10 There may be a lot of overlap.
 11 MR. GREGA: Those you want sent via e-mail to
 12 everyone?
 13 CHAIRMAN MCMULLIN: Yeah, everyone.
 14 MR. BARNES: Yeah. Taylor, as we get them in, we
 15 will forward them to you as well if you're not
 16 included already. To the extent that we receive
 17 comments from Brian and he's not going to be there --
 18 or, Brian, can you copy Taylor on the comments?
 19 MR. PANTHER: Sure. If I get your e-mail
 20 address, I can definitely do that.
 21 MR. MUZZY: Would it make sense -- I'll just
 22 throw it out there -- for the ease of the Task Force
 23 to kick that next meeting another two weeks to
 24 December 1st or no?

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1 MR. BARNES: Well, then we only have like a month
 2 to -- because we have to ratify the report.
 3 CHAIRMAN MCMULLIN: Yeah, that gives us like only
 4 two weeks.
 5 MR. BARNES: And Dan types like this
 6 (indicating).
 7 MR. KAY: Really?
 8 CHAIRMAN MCMULLIN: Yeah, it's the only thing I
 9 hate my mom for, not letting me take typing class.
 10 MR. PANTHER: Pushing it back even a week for me
 11 is a problem. I'm going to be out of town for an
 12 entire week it looks like now the way my schedule is
 13 shaping up.
 14 MR. BARNES: If you can weigh in with any
 15 proposed recommendations or any comments. Between
 16 the 15th and the 17th, if you can e-mail them to
 17 everyone involved and then of course we will read
 18 them at the meeting so that the Open Meeting Act I
 19 presume is not violated. Then you'll still have a
 20 chance to weigh in on the final report.
 21 MR. PANTHER: Sure.
 22 CHAIRMAN MCMULLIN: Okay. Public comment? Joe?
 23 Taylor? Move to adjourn the meeting.
 24 MR. GREGA: Yes.

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1 MR. PANTHER: Second.
 2 CHAIRMAN MCMULLIN: All in favor say aye.
 3 (A chorus of ayes.)
 4 CHAIRMAN MCMULLIN: Oppose?
 5 (No response.)
 6 CHAIRMAN MCMULLIN: None. Meeting is adjourned.
 7
 8 (WHICH WERE ALL THE PROCEEDINGS HAD.)
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1 STATE OF ILLINOIS)
 2 COUNTY OF COOK) ss
 3
 4 Mary Jo D'Avola, C.S.R., being first duly
 5 sworn on oath says that she is a Certified Shorthand
 6 Reporter in Kane County, Illinois, and that she
 7 reported in shorthand the proceedings had at the
 8 foregoing meeting in the above-entitled cause;
 9 That the foregoing is a true, accurate and
 10 complete transcript of her shorthand notes so taken
 11 as aforesaid and contains all proceedings had at the
 12 said meeting.
 13
 14
 15 Mary Jo D'Avola, C.S.R.
 16 CSR No. 084-0044184
 17
 18 SUBSCRIBED AND SWORN to
 19 before me this day
 of , A.D., .
 20
 21 Notary Public
 22
 23
 24

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